



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.08.2021

CORAM

THE HON'BLE Mr. JUSTICE C.V.KARTHIKEYAN

W.P.No. 16516 of 2021

K.P.Ranganathan

..Petitioner

Vs

The Sub Registrar
Aroor
Dharmapuri District

..Respondent

Prayer: Writ Petition is filed under Article 226 of Constitution of India for writ of Mandamus, directing the respondent to receive the sale deed dated 8.4.2021 executed in favour of the petitioner by his vendors in respect of Survey No. 63/4 measuring an extent 0.15 hectares of Aroor Village Dharmapuri District within a stipulated time.

For Petitioner : Mr.R.Ezhilarasan

For Respondent : Mr.Yogesh Kannadasan, GA

O R D E R

The writ petition has been filed in the nature of mandamus seeking direction to the respondent/Sub Registrar, Aroor, Dharmapuri District to receive the property sale deed dated 08.04.2021 and to register the same provided it is otherwise in order with respect to the compliances regarding stamp duty and registration charges. The Sub Registrar had refused to receive the said documents stating that an agreement of sale has been executed with respect to the same property, which agreement of sale, was on 31.01.1992. The vendors of the petitioner gave a representation dated 15.02.2021 claiming that they were not directly involved in the agreement of sale which had been entered into between two third parties. Even a reading of the agreement would show that the terms of the performance had expired within a period of three months from the date of the said agreement. However, it appears that the respondent/Sub Registrar, Aroor, Dharmapuri District had taken a stand that since there is a registered agreement of sale staring on the face of the writ petitioner and his vendors, he could not take on record the sale deed presented for registration. He refused to register the same. This necessitated the writ petitioner to



file the present writ petition.

2. The facts have been stated in brief. The law in the matter is no longer res-integra. On reference of divergent views expressed by two learned single Judges of this Court, the Division Bench of this Court in N.Ramayee Vs. The Sub Registrar, Valapady, Salem District, reported in 2020 (6) CTC 697 had held that a registered document in the encumbrance certificate pertaining to an agreement of sale would not be a bar to register a sale deed. It has been specifically answered that the agreement of sale necessitates the performance of the said agreement and a contract of sale as given under Section 104 of Transfer of property Act 1882 does not create any charge or interest over the property.

3. The learned counsel for the petitioner herein may also forward a copy of the said judgment to the Sub Registrar Aroor, Dharmapuri District, and insist that the document now presented for registration should be registered, provided it is otherwise in order. A mandamus is also issued by this Court directing the Sub Registrar, Aroor, Dharmapuri District to receive the sale deed presented for registration dated 08.04.2021 and register the same and he should not go to back on the sole ground that the agreement of sale of the year 1992 is reflected in the encumbrance.

4. With the above observation, the writ petition is allowed. No costs.

Sd/-
Assistant Registrar(CS VII)

//True Copy//

Sub Assistant Registrar

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To

The Sub Registrar
Aroor
Dharmapuri District

+1cc to the Government Pleader, S.R.No.39764

W.P.No. 16516 of 2021

PCH(CO)
CT(13/09/2021)